

NOTICE OF THE RIGHT TO RESCIND

Retail Installment Contract Signed: 11/01/2022

Today's Date: November 13th, 2022

SELLER-CREDITOR NAME

VICTORY MITSUBISHI

4070 BOSTON ROAD

BRONX, NEW YORK 10475-1108

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

15 U.S. Code § 1635 - Right of rescission as to certain transactions

15 U.S. Code § 1640 – Civil Liability

12 CFR Part 1026 (Regulation Z)

THIS IS AN AFFIDAVIT: NOTICE OF THE RIGHT TO RESCIND

Take note, pursuant to Regulation Z 12 C.F.R. 1026 and 15 U.S. Code 1635 Right of Recission, I rescind my entire consumer transaction. In addition, criminal fraud, identity theft, and conversion of property have no statute of limitations and I will defend and seek remedy for deprivation of any rights, privileges, or immunities secured by the FDPCA against any and all guilty parties. I choose not to do business with you and your partner(s) and CALL ALL MOUNTS DUE IMMEDIATELY.

I also invoke, cancel, and make void ab into all power of attorney, in fact, in presumption, or otherwise signed either by me or anyone else, claiming to act on my behalf with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entitles or corporations on the grounds of constructive fraud, concealment and nondisclosure of pertinent facts.

1. It is a fact that I so invoke nunc pro tunc, and declare that I am the natural person pursuant to **Title 16 Chapter 1 Subchapter D Part 433(b)**, a consumer in fact, and that **VICTORY MITSUBISHI** is the "Creditor" appointed in the Motor Vehicle Retail Installment Contract signed on 11/01/2022 between **VICTORY MITSUBISHI** and the estate of Henry-Louis: Robinson.
2. Let it be known that I do not cancel the third-party contract between **VICTORY MITSUBISHI** and the financial lender FLAGSHIP CREDIT ACCEPTANCE, but I do

rescind my commercial transaction with **VICTORY MITSUBISHI** for their violations and benefiting from the unauthorized usage of my consumer credit. Because I was not disclosed of my Right of Rescissions, this notice falls under the three year right of rescission period provided for under Federal Law, due to **VICTORY MITSUBISHI** failure to provide any right of rescission disclosures.

3. It is a Fact that pursuant to 12 CFR § 1026.23(b)(1) In a transaction subject to rescission, a creditor shall deliver *two copies of the notice of the right to rescind* to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance *with the consumer consent* and other applicable provisions of the E-Sign Act). The notice shall be on a separate document that identifies the transaction and shall clearly and conspicuously disclose the following:

- (i) The retention or acquisition of a security interest in the consumer's principal dwelling.
- (ii) The consumer's right to rescind the transaction.
- (iii) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.
- (iv) The effects of rescission, as described in paragraph (d) of this section.
- (v) The date the rescission period expires.

TAKE NOTE: I **never received** a delivery in the mailing or electric form "with my consent" informing me of my right of rescission pursuant to **12 CFR § 1026.23(b)(1)**. If so, can you tell me when you faxed it? Or if you mailed it, can you tell me the tracking number to the package please? If not, that is a clear exhibit that my consumer rights have been violated, and I've been damaged. Pursuant to **12 CFR § 1026.23(a)(3)** If the required notice or material disclosures are not delivered, **the right to rescind shall expire 3 years after consummation**, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first.

4. Fact, according to **15 USC 1602(I)** in relations to a Credit Sale, The adjective "consumer" characterizes the transaction as one in which the party to whom credit is offered or extended is a natural person (myself), and the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.
5. It is a Fact, that I am the consumer and have now given your company a "**Notice of the Right to Rescind**" and under **12 CFR § 1026.23(d)(2)** it states that 20 calendar days after receipt of a notice of rescission, the *creditor shall return any money or property that has been given to anyone in connection with the transaction* and shall take any action necessary to reflect the termination of the security interest
6. Let it be known that I immediately want **VICTORY MITSUBISHI** to terminate their security interest and remove their public lien over the vehicle shown in the local Department of Motor Vehicles and mail me the Title along with the MCO/MSO.

7. It is also a Fact that pursuant to **15 U.S. Code § 1605(a)** the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges; **meaning the down payment for the car was not clearly or conspicuously explained to me, nor was it a part of the finance charge, that was the sum of all my charges!**
8. Fact, according to 16 CFR § 433.1(i) which iterates "Consumer credit contract is any instrument which evidences or embodies a debt arising from a "Purchase Money Loan" transaction or a "financed sale" as defined in paragraphs (d) and (e) of this section." With that in mind and proper understanding you can review the definition of a finance charge as it is legally defined in 12 CFR § 1026.4.
9. Therefore, I am demanding that ALL of my property be returned to me by YOU, the seller-creditor, including my Down Payment of **\$2,000** and ANY payment I made to the lender FLAGSHIP CREDIT ACCEPTANCE in connection with the Motor Vehicle Retail Installment Contract.
10. It is a fact that I was not advised that my application was self-liquidating according to 17 CFR 260.11B-6
11. It is a fact that I was not advised that my application was a financial asset according to 12 CFR 360.6
12. It is a Fact that according to **12 CFR Part 1026.17(a)** this contract was not clear and conspicuous.
13. Fact, I am requesting full accounting per GAAP, U.C.C. 9-210
14. It is a Fact that I demand the removal of my information from your website, company records, or any and all derivatives therefore, of, and/or with any affiliates will ensure my privacy rights won't be violated again due to my lack of consent and this herein un rebutted notice being serviced to you today and therefore, standing as truth in commerce, so be it, and;

Effects of Rescission Pursuant to 12 CFR § 1026.23(d)(1)

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission **becomes void** and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

ALL RESPONSES MUST BE SENT TO THE ADDRESS BELOW:

In Care Of: Henry-Louis: Robinson,
1072 Bedford Ave, Ste 022,
Brooklyn, NY [11216]
Non-Domestic/ Non-Assumpsit

CAVEAT

Pursuant to 15 U.S.C. § 1611(1). Criminal Liability for Willful and Knowing Violation:
"Whoever willfully and knowingly gives false or inaccurate information or fails to provide information which he is required to disclose under the provisions of this subchapter, or any regulation issued thereunder ... shall be fined not more than \$5,000 or imprisoned not more than one year, or both."

Failure or refusal by you in behalf of **VICTORY MITSUBISHI** and/or through any of its employees or agents to provide the requested Proofs of Claim will constitute 'your' dishonor and default with admission and confession of fraud on the contract, that it was an unconscionable contract, that there was no meeting of the minds and that **VICTORY MITSUBISHI** failed to give full disclosure; therein causing injury and damage to the Undersigned leaving liable for lawsuit that I will open in the local **District Civil Court**. If you ever send a tow truck driver to ever illegally "attempt" or possess my private property, I will be seeking criminal charges in everyone's personal capacity that's involved starting with the CEO.

You will by your dishonor and default, fail to state a claim upon which relief can be granted and your silence or refusal to provide Proof of Claim equates to your stipulation and agreement of the above facts as they operate in favor of the Undersigned, and you waive all right to defend

CERTIFICATE OF SERVICE: I hereby certify that I have mailed a copy of the foregoing Notice of the Right to Rescind, on this 13th day of the 11th month, two thousand 2022, by U.S. Certified Mail Return Receipt #7022 1670 0001 9737 6019

A copy of this notice will also be mailed to the following parties if there is no proper response:

Company Trustee/Executive Vice President/General Counsel

New York State Attorney General Office Consumer Rights Advocate

Federal Trade Commission Consumer Response Center

Bureau of Consumer Protection

Consumer Financial Protection Bureau

Revelation 21:5 — Behold, I make all things new. And he said unto me, Write: for these words
are true and faithful. [28 USC 1746(1)]

Henry Louis Robinson by: Henry-Louis: Robinson;

The 13th day of the 11th month, two thousand twenty-two A.D.

Without Prejudice, All Natural Inalienable Rights Reserved

[Signature] :Witness 1

[Signature] :Witness 2

12/13/2022
INVOICE FOR
VIOLATIONS

VICTORY MITSUBISHI
ATTN: Andris Guzman
4070 Boston Road
Bronx, NY 10475

Henry-Louis: Robinson
c/o 1072 Bedford Ave
Suite # 022
Brooklyn, New York [11216]

Thank you. This remedy is being pursued in relation to rule 55 of the Federal Rules of Civil Procedure, 28 U.S. Code 2201 and Federal Rules of Civil Procedure 46(A) (1)(a)(i)

Henry-Louis: Robinson, Beneficiary

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Retail Installment Contract Signed: 11/01/2022

Today's Date: November 13th, 2022

FINANICAL LENDER

FLAGSHIP CREDIT ACCEPTANCE, LLC

P.O. BOX 965

CHADDS FORD, PA 19317-0643

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

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15 U.S. Code § 1635 - Right of rescission as to certain transactions

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I also invoke, cancel, and make void ab into all power of attorney, in fact, in presumption, or otherwise signed either by me or anyone else, claiming to act on my behalf with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entitles or corporations on the grounds of constructive fraud, concealment and nondisclosure of pertinent facts.

1. It is a fact that I so invoke nunc pro tunc, and declare that I am the natural person pursuant to **Title 16 Chapter 1 Subchapter D Part 433(b)**, a consumer in fact, and that **VICTORY MITSUBISHI** is the "Creditor" appointed in the Motor Vehicle Retail Installment Contract signed on 11/01/2022 between **VICTORY MITSUBISHI** and the estate of Henry-Louis: Robinson.
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13. Fact, I am requesting full accounting per GAAP, U.C.C. 9-210
14. It is a Fact that I demand the removal of my information from your website, company records, or any and all derivatives therefore, of, and/or with any affiliates will ensure my privacy rights won't be violated again due to my lack of consent and this herein un rebutted notice being serviced to you today and therefore, standing as truth in commerce, so be it, and;

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Failure or refusal by you in behalf of **VICTORY MITSUBISHI** and/or through any of its employees or agents to provide the requested Proofs of Claim will constitute ‘your’ dishonor and default with admission and confession of fraud on the contract, that it was an unconscionable contract, that there was no meeting of the minds and that **VICTORY MITSUBISHI** failed to give full disclosure; therein causing injury and damage to the Undersigned leaving liable for lawsuit that I will open in the local **District Civil Court**. If you ever send a tow truck driver to ever illegally “attempt” or possess my private property, I will be seeking criminal charges in everyone’s personal capacity that’s involved starting with the CEO.

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are true and faithful. [28 USC 1746(1)]

Henry Louis Robinson by: Henry-Louis: Robinson;

The 13th day of the 11th month, two thousand twenty-two A.D.

Without Prejudice, All Natural Inalienable Rights Reserved

[Signature] :Witness 1

[Signature] :Witness 2

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AFFIDAVIT OF TRUTH

NOTICE TO CEASE & DESIST ALL FORMS OF COMMUNICATION.
ONLY CONTACT ME BY MAIL IN WRITING AT:

Henry L Robinson
% 1072 Bedford Ave, 022
Brooklyn, NY [11216]

Date: 12/16/2022

CRESCENT BANK AND TRUST

C/o Leon Poche CFO
1100 Poydras Street Ste 100, New Orleans, Louisiana 70163

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

This "Affidavit" is made pursuant to "The Fair Debt Collections Practices Act" as codified at 15 U.S.C.-1692, which stipulates that a debt collector must, if requested, provide a verification of the alleged debt. i.e., validate the debt. "The Fair Debt Collections Practices Act" (FDCPA) states that the debt collector is mandated to cease all collection activity when verification is requested. Verification and Validation is defined as: confirmation of correctness, truth, or authenticity by affidavit, oath, or deposition.

The intent of this agreement is that the original party that funded the alleged loan for the bookkeeping entries is to be repaid the value thereof.

Pursuant to "The Fair Debt Collections Practices Act," the following proofs of claim are requested:

- 1.) **Proof of claim: CRESCENT BANK AND TRUST** the Financial Institution involved in the alleged loan, did not purchase the promissory note from Henry Louis Robinson, hereinafter "the Alleged Borrower." **If not rebutted, this statement stands as truth**

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2.) Proof of claim: The Alleged Borrower may repay the alleged loan with the same species of money as may be on the loan per GAAP, ending all interest and liens. **If not rebutted, this statement stands as truth.**

A. Proof of claim: The Alleged Lender converted the Alleged Borrower's promissory note, accepting the Alleged Borrower's promissory note as money or like money to fund a check or similar instrument that the Alleged Lender then lent to the Alleged Borrower (which has an economic effect similar to stealing, counterfeiting, and swindling.) **If not rebutted, this statement stands as truth.**

B. Proof of claim: The Alleged Lender has failed to follow Federal Laws 12 U.S.C. § 1831n(a)(2)(A) and/or 12 CFR § 741.6(b) regarding **General Accepted Accounting Principles and Generally Accepted Auditing Standards** concerning this loan. **If not rebutted, this statement stands as truth.**

C. Proof of claim: The "Alleged Borrower" truly provided the money, transfer of funds money equivalent, credit, funds, capital, or thing of value to **CRESCENT BANK AND TRUST**, and they pursued to securitize it! **If not rebutted, this statement stands as truth**

FACTS ON THE MATTER:

1. Fact, I so invoke nunc pro tunc, specified remedy under 15 U.S.C. 1692c(2) and declare that I am the natural person, consumer in fact, original creditor, and I furthermore appoint **Leon Poche** CFO of Crescent Bank and Trust to quash all alleged, indirect, unverified debt, and set off, charge off and charge back all verified debt by my herein extension of credit, so be it, and;
2. Fact, that my conditional sales contract signed with **Victory Mitsubishi** states that I gave the "Security Interest" in the automobile, and it would be a Violation against 15 USC 1692f(6) if you attempted to tow my automobile with no enforceable security interest. This is a **WARNING, if you touch my car you will be charged with theft;**
3. It is a Fact that 15 USC 1692(h) says If any consumer owes multiple debts and makes any single payment to any debt collector with respect to such debts, such debt collector may not apply such payment to any debt which is disputed by the consumer and, where applicable, shall apply such payment in accordance with the consumer's directions;
4. It is a Fact that I the Consumer extended the credit to purchase the automobile for a price of \$33,561.00 to the Car Dealer who then Sold you my Note, but I was still charged \$2,000 in Cash for a Down payment that was already included in the Total Sales Price purchased on Credit. I have officially rescinded that down payment/transaction with the dealer and **Demand that you return** all of my monthly installment payment funds according to **15 USC 1692h** back to me at **the address listed above.**

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5. Fact, I the consumer, original creditor do so extend my open ended credit on file to eliminate any verified debt, all valid debt must be verified and documented on record by wet ink signature, so be it, and;
6. Fact, that I by this notice and demand declare I have no verified evidence for certified mailings, and again for the record, I have absolutely no knowledge of the alleged debts listed on your website, company records, or any and all derivatives therefore, of, and/or with any affiliates or agencies acting as a real party or a third party interlopers, I again state I have no knowledge of this indirect, unverified, debt, so be it, and;
7. Fact, I am an eyewitness to the information by allegations against my name being incorrect, and I demand the documented verification of any and all derivatives for an alleged debt for any such debts alleged to be mine **Henry Louis Robinson**, the consumer in fact, so be it, and;
8. I do not know any of the alleged creditors and debt collectors, so be it, and;
9. I never sat across a table from any of the alleged creditors and debt collectors and never entered into a contract with any receiving a meeting of the minds, so be it, and;
10. Fact, I know that no valid direct verified contracts exist with me and another party by wet ink signature, I know that any attempt to collect a debt is actually alleged indirect action, please verify and document all verifications accordingly, so be it, and;
11. Fact, all allege contracts are completely fraudulent and the attempt to enforce a fraudulent contract is unlawful due to the contract being created through the illegal activity of identity theft and power of attorney fraud, so be it, and;
12. Fact, please show good faith in this matter by expediting the securing of the alleged information listed on your sight in order to avoid me receiving further injury, damages, mental anguish, and losses due to me being a victim of identity theft, so be it, and;
13. Fact, the Fair Debt Collection Practices Act is intended to secure my right to privacy and my privacy has been breached so be it, and;
14. Fact, I am sure the removal of my information from your website, company records, or any and all derivatives therefore, of, and/or with any corporate affiliates like Experian, Transunion or Equifax to ensure my privacy rights won't be violated again due to my lack of consent and this herein un rebutted affidavit of truth being serviced to you today and therefore, standing as truth in commerce, so be it, and;
15. Fact, I am not a debtor
16. Fact, natural person defined see 15 U.S.C. 1692a (3) The term "consumer" means any natural person obligated or allegedly obligated to pay any debt., so be it, and;
17. Fact, natural person defined see 15 U.S.C. 1692a (4) The term "creditor" means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another, so be it, and;
18. It is a fact that Credit is defined in 15 USC 1602(f) as The term "credit" means the right granted by a creditor to a debtor to **defer payment of debt** or to incur debt and defer its

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payment; *As the creditor I am choosing to defer the Payment, and send in a Bill of Exchange to offset any alleged debt in my Account with you all!*

19. Fact, as an executive of a Private U.S. Estate any fractional notes, certificates of deposit, bills, checks, or drafts for money drawn or authorized by my signature as an authorized officer of the United States IS an obligation of the UNITED STATES to settle; not mine!
20. Fact, that according to the congressional findings in 15 USC 1692 on Abusive Practices it states that There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy; *I believe that my privacy is being violated by your company, and;*

If this affidavit is not rebutted point for point by a duly qualified representative of Alleged Lender at any level, in any manner, at any time within (5) five days upon receipt, these facts are proven and confirmed as true.

ADDITIONAL FACTS:

1. I am the original creditor. I am the one extending the credit that is creating the debt. This is laid out and proven in 15 U.S. Code 1692a(4).
2. Pursuant to 12 U.S. Code 83, banks can't loan money (their own stock)
3. Pursuant to 12 U.S. Code 1431, the role of banks is not to extend credit, nor loans.
4. All accounts are paid in full the moment my credit card was extended to your company. per 15 U.S. Code 1602(L).
5. To which your company requiring "payment" from me in any kind appears to be bad faith and fraud, waste, and abuse.

ALL RESPONSES MUST BE SENT VIA CERTIFIED MAIL AT THE ADDRESS LISTED BELOW:

Henry L Robinson

% 1072 Bedford Ave, 022

Brooklyn, Ny 11216

ALL OTHER RESPONSE MAILINGS WILL BE DEFAULT

Any man or woman responding to this affidavit will answer in the manner of this affidavit, using your Christian or family name for signature, and mailing it to the below named address provided, within five (5) days, or default will be obtained. *If more time is needed to respond to this request, it must be requested in writing within five (5) days of receipt.*

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MAXIMS OF LAW

1. In Commerce- Truth is sovereign.
2. For a matter to be resolved, it must be expressed.
3. Point of Law: Silence equates to an agreement.

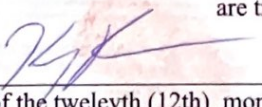
Further Affiant sayeth not.

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A copy of this notice will also be mailed to the following parties if there is no proper response:

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 by: Henry-Louis: Robinson;
the fifteenth (15th) day of the twelvth (12th) month, two thousand twenty-two A.D.
Without Prejudice, All Natural Inalienable Rights Reserved

ATTACHED: EXHIBITS OF VIOLATIONS AND INVOICE FOR VIOLATIONS

Authorized Signature of Debt Collector: _____
Signed under the Penalty of Perjury (28 U.S. Code 1746)

BILL OF PARTICULARS/TRUE BILL

12/15/2022
INVOICE FOR
VIOLATIONS

Please remit payment to
address on true bill
within 10 business days

CRESCENT BANK & TRUST
ATTN: Leon Poche
1100 Poydras Street, Ste 100
New Orleans, Louisiana 70163

Henry-Louis: Robinson
c/o 1072 Bedford Ave
Suite # 022
Brooklyn, New York [11216]

Description	Quantity	Unit Price	Cost
15 USC 1605	1	\$33,561.00	\$33,561.00
15 USC 1666d	1	\$901.00	\$901.00
15 USC 1692b(2)	4	\$1,000.00	\$4,000.00
15 USC 1692c	1	\$1,000.00	\$1,000.00
15 USC 1692d(2)	1	\$1,000.00	\$1,000.00
15 USC 1692e(2)	1	\$1,000.00	\$1,000.00
15 USC 1692e(10)	1	\$1,000.00	\$1,000.00
15 USC 1692f(1)	1	\$1,000.00	\$1,000.00
15 USC 1692g	1	\$1,000.00	\$1,000.00
15 USC 1692j	1	\$1,000.00	\$1,000.00
Subtotal			\$45,462.00
Total			\$45,462.00

Thank you. This remedy is being pursued in relation to rule 55 of the Federal Rules
of Civil Procedure, 28 U.S. Code 2201 and Federal Rules of Civil Procedure 46(A)
(1)(a)(i)

Henry-Louis: Robinson, Beneficiary